

4/10/87

IGA-87-03

INTERAGENCY AGREEMENT
HYDROLOGIC ANALYSES AND CONCEPT DESIGN

This agreement is between the State of Arizona Department of Transportation ("ADOT") and the State of Arizona Land Department ("SLD").

This agreement shall become effective as of the date of filing with the Secretary of State pursuant to Arizona Revised Statutes 11-952(E).

DATE FILED WITH THE SECRETARY OF STATE _____.

STATUTORY AUTHORIZATION

ADOT is empowered by Arizona Revised Statutes § 28-108 to enter into this Agreement.

SLD is empowered by Arizona Revised Statutes § 37-334 to enter into this agreement.

PURPOSE

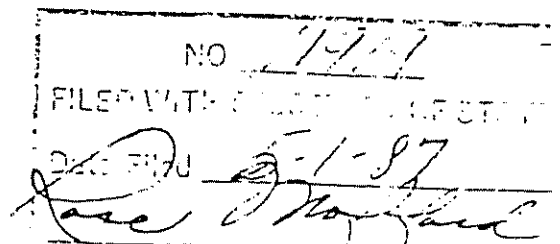
The purpose of this agreement is to provide for the creation of and payment for a Master Grading and Drainage Plan and Report for state trust land located immediately to the north of the Outer Loop Highway and within the boundaries of the City of Scottsdale ("City").

RECITALS

1. ADOT is designing a major transportation project known as the Outer Loop Highway which will cross natural drainageways which intersect to the CAP within the City's boundaries. Pursuant to that project, ADOT entered into a Consultant Contract, Contract No. 85-14, attached as Exhibit A, with De Leuw, Cather & Company, ("Consultant") to provide, inter alia, a Drainage Design Report.

2. SLD through the Urban Lands program desires to lease or sell state trust lands ("State Land") adjacent to the Outer Loop Highway and the CAP within the City's boundaries. (Parcels 1 through 23 on the map attached as Exhibit B.)

3. The City imposed zoning restrictions on the development of the State Land. Zoning stipulation Case No. 11-2-86 requires that a Master Grading and Drainage Plan and Report ("Drainage Report") be prepared for the State Land.



AGREEMENTS

FOR good and valuable consideration and the mutual agreements as set forth below, the parties agree as follows:

1. This agreement shall remain in full force and effect until completion of the work described below and all monetary obligations described in the terms of agreement are fulfilled. This Agreement may be amended or terminated only upon written agreement of the parties.

2. The Drainage Report will:

2.1 Define the physiographic characteristics of the watersheds shown on the attached map, Exhibit B, and provide estimates of the volumes of runoff and peak discharges from storm frequencies of two-year, 10-year, 50-year and 100-year 24-hour duration events using existing and concept design conditions;

2.2 Provide an estimate of the additional runoff that is assumed to be generated and changes in temporal distribution caused by the development of lands located between the northern boundary of the State Land, Scottsdale Road on the West CAP detention basin levee on the South, and Pima Road on the East, all within the City boundaries;

2.3 Provide an estimate of the width, depth, and capacity of existing washes, and the extent of modification required so that said washes will handle runoff for concept design conditions;

2.4 Provide and estimate of the capacities of the proposed channels shown on Exhibit B, and a statement regarding the feasibility of constructing said channels;

2.5 Provide an estimate of the capacity of the proposed major detention basin shown on Exhibit B, and a statement regarding the feasibility of utilizing said basin to mitigate "on-site" retention requirements; comparison of estimates derived in 2.2 relative to development within the planned area with any mitigation effects by the proposed detention basin will yield an estimate of the impact to the CAP detention system by each alternative;

2.6 Provide a statement addressing potential scour damage and required maintenance effort inherently associated with alluvial fans of the Southwestern United States for existing and design conditions;

2.7 Provide alternative channelization concepts for accommodating storm water runoff for design conditions assuming: (a) native conditions; (b) grass lined conditions, and; (c) hardened surface conditions;

2.8 Provide ADOT and SLD with a completed written Drainage Report accompanied by appropriate sketches, input data for the computer model HEC-1 on a 5.25 inch floppy disk, and results of analyses as the basis of a conceptual drainage plan for the watershed.

3. ADOT will instruct DeLeuw, Cather & Company to extend the terms and conditions of Contract No. 85-14 to include the work necessary to prepare the Drainage Report in accordance with the requirements set forth in paragraph 2. The parties understand that the actual work will be done by Simons, Li & Associates, Inc. as a subconsultant of De Leuw, Cather & Company.

4. Payment for the work necessary to prepare the Drainage Report in compliance with paragraph 2 will be on a time and materials basis, and will not exceed TWELVE THOUSAND DOLLARS (\$12,000), in accordance with the estimate attached as Exhibit C. In the event SLD makes a written request for the performance of work in addition to that required paragraph 2, the total payment made under this contract shall not exceed THIRTEEN THOUSAND TWO HUNDRED DOLLARS (\$13,200).

5. ADOT will require the Consultant to submit four copies of a preliminary Drainage Report to it and SLD for review no later than April 30, 1987. Review shall consist of: (1) evaluation of work product with respect to stated scope of work; (2) evaluation of the methodologies employed by the consultant and their applicability to the physical properties of the study region; (3) review of the results obtained with respect to existing studies and other pre-existing information relative to the study area and/or like area; (4) and consideration of the need for any further study on specific sites within or immediately adjacent to the study area. The review shall be completed within 5 working days of receipt of the Drainage Report.

6. ADOT will require the Consultant to submit 13 copies of a final Drainage Report to it and SLD no later than 25 days after it and SLD complete their review of the Drainage Report.

7. ADOT will be responsible for contract administration and payment pursuant to the terms of this agreement of the Consultant and Simons, Li and Associates, Inc.

8. ADOT will be responsible for costs directly related to work for the Outer Loop.

9. SLD will sell or lease parcels 15, 16, 17, 18, 19, and 20 of the State Land, subject to approval by the Board of Appeals as required by A.R.S. § 37-335. SLD will make a condition of each sale or lease of the parcels that the purchaser or lessee pay to ADOT a pro rata share of the cost of preparing the Drainage Report and in any event will reimburse ADOT for the master drainage study no later than June 15, 1987 or within 30 days after ADOT transmits to SLD a copy of the invoice from DeLeuw Cather & Company for the Drainage Report, whichever occurs later.

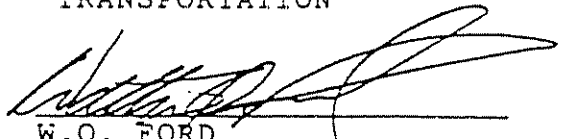
10. Copies of the documents authorizing each party to enter into this agreement are attached.

11. In the event work is terminated prior to successful completion, all work product will become public property, and kept on file with ADOT.

12. The parties agree to use arbitrations to resolve disputes arising out of this agreement where the sole relief sought is monetary damages of \$15,000 or less, exclusive of interest and costs.

13. The State may cancel this agreement without penalty or further obligation pursuant to A.R.S. §38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State is or becomes, at any time while the contract or any extension of the contract is in effect, an employee of or consultant to any other party to this contract with respect to the subject matter of the contract. Such cancellation shall be effective when written notice from the Governor is received by other parties to this contract, unless the notice specifies a later time.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF
TRANSPORTATION


W.O. FORD
State Engineer

STATE LAND DEPARTMENT


MILO J. HASSELL
State Land Commissioner

9284A.69

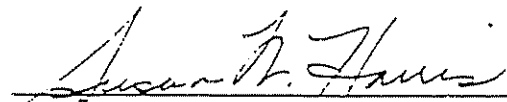
ATTORNEY GENERAL
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

Pursuant to A.R.S. §11-952, the foregoing agreement, being Attorney General No. KR87-0848-CIV, has been submitted to the Attorney General as the attorney for ARIZONA STATE LAND DEPARTMENT.

The undersigned Assistant Attorney General has determined that said agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the ARIZONA STATE LAND DEPARTMENT.

DATED this 21st day of April, 1987.

ROBERT K. CORBIN
Attorney General


Assistant Attorney General

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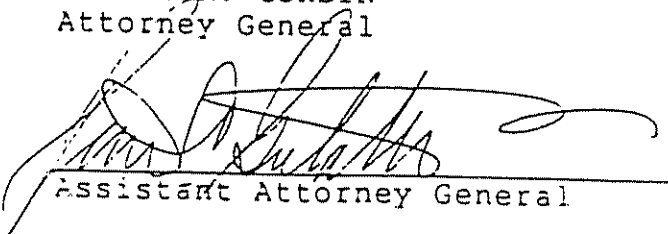
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INTERGOVERNMENTAL AGREEMENT
DETERMINATION

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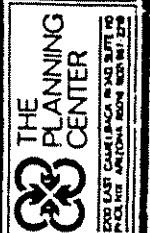
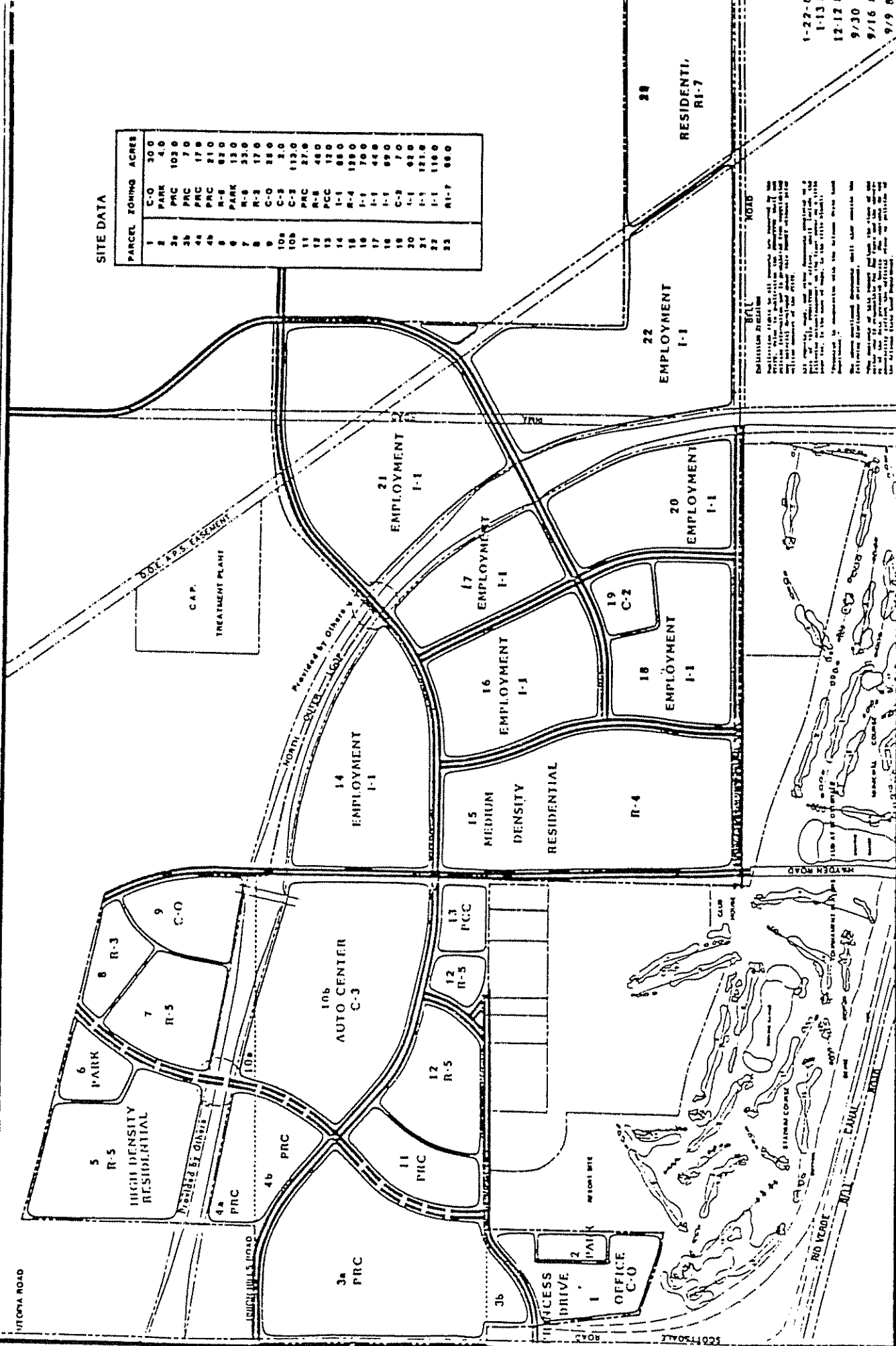
ROBERT K. CORBIN
Attorney General


Assistant Attorney General

8845A.32
JRA:txs

SITE DATA

PARCEL	ZONING	ACRES
1	C-O	30.0
2	PARK	4.0
3a	PRC	103.0
3b	PRC	7.0
4a	PRC	17.0
4b	PRC	21.0
5	R-5	82.0
6	PARK	13.0
7	R-5	33.0
8	R-3	17.0
9	C-O	38.0
10a	C-3	3.0
10b	C-3	123.0
11	PRC	27.0
12	R-5	48.0
13	PCC	12.0
14	R-4	88.0
15	R-4	129.0
16	I-1	70.0
17	I-1	44.0
18	I-1	69.0
19	C-2	7.0
20	I-1	82.0
21	I-1	121.0
22	I-1	110.0
23	R-1-7	88.0



FINAL PLAN
STATE TRUST LAND
FOREST CITY SCOTTSDALE COMPANY

STATE LAND COMMISSIONER
DATE APPROVED: 3/11/87

G. WILLIAM LARSON ASSOCIATES, INC.
(907) 851-0811
1000 North 1st Ave. Ste. 100 Anchorage, AK 99501

NOTES

1. All areas shown on this map are subject to the provisions of the Alaska Statehood Act, 92 Stat. 629, and the Alaska Constitution, Article IX, Section 1, which provide that the State of Alaska shall have the right to acquire, hold, and dispose of land and other interests in land for the benefit and use of the people of the State.

2. The State of Alaska has acquired the land shown on this map by purchase from the Forest City Scottsdale Company.

3. The land shown on this map is subject to the provisions of the Alaska Statehood Act, 92 Stat. 629, and the Alaska Constitution, Article IX, Section 1, which provide that the State of Alaska shall have the right to acquire, hold, and dispose of land and other interests in land for the benefit and use of the people of the State.

4. The land shown on this map is subject to the provisions of the Alaska Statehood Act, 92 Stat. 629, and the Alaska Constitution, Article IX, Section 1, which provide that the State of Alaska shall have the right to acquire, hold, and dispose of land and other interests in land for the benefit and use of the people of the State.

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